

## CARRIER INFORMATION (PLEASE PRINT LEGIBLY)

### COMPANY INFORMATION

company name \_\_\_\_\_

address \_\_\_\_\_

phone number \_\_\_\_\_

city, state, and zip code \_\_\_\_\_

Email \_\_\_\_\_

Do you use a factoring company?  yes  no

If yes, name & address of company used: \_\_\_\_\_

### CONTACTS

#### Dispatch Contacts:

phone number \_\_\_\_\_

first name \_\_\_\_\_

last name \_\_\_\_\_

first name \_\_\_\_\_

last name \_\_\_\_\_

phone number \_\_\_\_\_

**Please provide a contact name and cell # to text & call for load updates below:**

first name \_\_\_\_\_

last name \_\_\_\_\_

phone number \_\_\_\_\_

### EQUIPMENT

Please place an "X" next to each type of carriers you have and indicate *how many* of each in the spaces provided.

Equipment Type	# of Trucks	Wench	Enclosed	Equipment Type	# of Trucks
( ) 1 Car	_____	_____	_____	( ) 6 Car	_____
( ) 2 Car Rollback	_____	_____	_____	( ) 7 Car	_____
( ) 2 Car	_____	_____	_____	( ) 8 Car	_____
( ) 3 Car	_____	_____	_____	( ) 9 Car	_____
( ) 4 Car	_____	_____	_____	( ) 10 Car	_____
( ) 5 Car	_____	_____	_____		

Does driver(s) have smartphones/tablet (android or apple)? \_\_\_\_\_

## MOTOR CARRIER TRANSPORTATION AGREEMENT

This agreement is between Rowe Logistics, Inc. with office located at 229 Windsor Drive, Mt. Sterling, KY 40353; MC# 523693-B (hereinafter referred to as "BROKER") and \_\_\_\_\_ located at \_\_\_\_\_ in \_\_\_\_\_; MC# \_\_\_\_\_ (hereinafter referred to as "MOTOR CARRIER"). This agreement beginning and effective this \_\_\_\_\_ day of \_\_\_\_\_ in 20\_\_\_\_.

(1) BROKER agrees to offer for shipment and MOTOR CARRIER agrees to transport by motor vehicle from and to such points between which service may require, such quantities of authorized commodities as BROKER may require, subject to availability of suitable equipment. MOTOR CARRIER agrees that they will not "broker" or "co-broker" any freight tendered pursuant to the agreement.

(2) MOTOR CARRIER agrees to submit to BROKER a certificate of insurance covering public liability insurance in an amount not less than \$1,000,000.00 (one million dollars) and MOTOR CARRIER cargo insurance coverage no less than \$300,000.00 (three hundred thousand dollars). Workman Compensation Insurance shall be provided in name of MOTOR CARRIER. Such certificate of insurance covering public liability and cargo insurance shall require the insurance carrier to give BROKER written notice no less than thirty (30) days prior to the cancellation of such insurance covered by the appropriate certificate.

(3) MOTOR CARRIER shall issue certificate of insurance showing following as **certificate holder & additional insured:**

Rowe Logistics Inc  
1099 Indian Md Drive Suite B  
Mt. Sterling, KY 40353

(4) MOTOR CARRIER will supply BROKER with a copy of Carrier's Interstate Commerce Commission Authority Certificate.

(5) MOTOR CARRIER will supply BROKER with a completed IRS Form W-9.

(6) MOTOR CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this agreement by the MOTOR CARRIER, its employees or independent contractors working for MOTOR CARRIER.

(7) Any and all matters of dispute between the parties to this agreement, whether arising from the agreement itself or from alleged extra-contractual facts prior to, during, or subsequent to the agreement, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. Further, for any and all such matters of dispute, the parties shall bring any legal proceeding(s) only in state courts within Montgomery County, Kentucky or in the United States District Court for the Eastern District of Kentucky and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

(8) MOTOR CARRIER shall indicate on delivery receipt any damages or loss to any cargo transported by MOTOR CARRIER. MOTOR CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage, or delay claim.

(9) Rates and charges for traffic moved under agreement shall be as agreed to between the parties at time service is rendered.

(10) MOTOR CARRIER has signed and agrees to all the conditions in Exhibit A – Carrier Responsibility document.

(11) BROKER will pay MOTOR CARRIER within thirty (30) days of receipt only if the following requirements are completed:

(A) Completed inspection sheet with the following must be faxed to BROKER **within 24 hours of delivery**:

- (1) origin
- (2) destination
- (3) model year
- (4) make
- (5) model
- (6) last 8 digits of VIN (vehicle identification number)
- (7) condition of each unit, signed at point of origin and also at point of destination

(B) If inspection sheet has not been received within required 24 hours of delivery, BROKER will pay MOTOR CARRIER when BROKER receives payment from Customer IF inspection sheet is received within 30 days of date of delivery on dispatch sheet. If inspection is required on mobile app, all units must be completed at pickup and delivery on said mobile app to receive payment, otherwise there will be no payment issued for units if MOBILE APP is required!

(C) If MOTOR CARRIER fails to complete the above items unit section 9, carrier will **NOT** be paid on shipment due to BROKER not being able to received payment from their customer.

(12) MOTOR CARRIER will charge, and BROKER will pay for transportation services performed under this agreement the rates and charges shown on a separate rate confirmation sheet to be agreed upon before each shipment made under this contract.

(13) **All Customer invoices will be completed by BROKER. No C.O.D or com checks**

(14) MOTOR CARRIER will not solicit traffic from any shipper, consignor, consignee, or customer of BROKER for 2 years from the last service MOTOR CARRIER provided with BROKER where (1) the availability of such traffic first became known to MOTOR CARRIER as a result of BROKER'S efforts or (2) the traffic of the shipper, consignor, consignee, or customer of BROKER was first tendered to MOTOR CARRIER by BROKER.

(15) MOTOR CARRIER shall be responsible for any vehicles that are no picked up that are identified on the "dispatch" confirmation. The price that MOTOR CARRIER agrees to pick up and deliver each load is for all vehicles identified on the "dispatch" confirmation.

(16) MOTOR CARRIER agrees that time is of the essence with respect to both pick up and deliver of product. MOTOR CARRIER shall ensure that loads tendered by BROKER to MOTOR CARRIER pursuant to this agreement are picked up and delivered in accordance with requirements.

(17) This agreement shall become effective upon the date hereof and shall continue in effect until terminated by either party thirty (30) days prior written notice of termination by either party to other party.

BROKER and MOTOR CARRIER have executed this agreement as of the day, month, and year hereinabove written.

**BROKER**

Rowe Logistics Inc

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MOTOR CARRIER**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A – CARRIER RESPONSIBILITY

## YOU, the carrier, are responsible for the following:

- Loading the correct units: You, the carrier,
- must match VIN # of the unit to Rowe Logistics, Inc dispatch sheet. IF the VIN # does not match STOP and CALL Rowe. Vendors have been known to give us wrong info or change units
- Any incorrect unit that is moved: You, the carrier, are responsible for moving the incorrect unit and the correct unit back at YOUR expense.
- Vehicle Inspection: You, the carrier, are responsible to do a complete inspection of the unit. You are to inspect and document all items on the GATE PASS AND your BOL or electronic BOL. Inspection requires you, the carrier, to inspect under the front and rear bumpers, air foils, side rocker panels, roofs of the vehicles and the body of the vehicles, windshield (chips/cracks). As much as possible look for frame tears as well. Please note # of keys and books on the gate passes as well. GATE PASS DOCUMENTATION IS A REQUIREMENT WITH ALL AUCTIONS!!!!
- WE HIGHLY RECOMMEND TAKING PICTURES OF EACH UNIT THAT YOU HAUL AT PICK UP AND DELIVERY!!!! This helps with damage issues that arise. You can always text those pictures to 859-398-8931 or email them to dispatch@rowelogistics.net
- If damages & # of keys and books are NOT noted on the gate pass at the auction you will be responsible for the cost to repair the damage or replacement of keys/books.
- If you, the carrier, choose to have units pulled by a car puller or the auction you, the carrier, are taking FULL responsibility for those units and will NOT hold Rowe Logistics, Inc responsible if a unit is damaged or stolen. You, the carrier, will be held completely liable!
- Night dropping: PICTURES ARE REQUIRED FOR YOUR PROTECTION since you, the carrier, can NOT get a signature from the customer! You, the carrier, are taking a risk anytime a night drop is made. Keys need to be secured if there is no DROP BOX.

Carrier Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Paperwork Requirements

- Carriers are responsible for having their own BOL/inspection sheet
- After loads are delivered please email your paperwork/BOL into the Invoicing Department at Rowe Logistics, Inc
- PLEASE include Rowe Logistics, Inc Load # on the email for easy reference
- Email for paperwork/BOL is [invoicing@rowelogistics.net](mailto:invoicing@rowelogistics.net)

## PAYMENT TERMS ON ALL LOADS

- 15-20 business days from the time we received your SIGNED BOL, and all paperwork requirements are met --- Please note business days does NOT include weekends or holidays
- We issue checks ONLY (NO ACH)
- No advance or early pay

Any questions regarding payment please email [accounting@rowelogistics.net](mailto:accounting@rowelogistics.net)

Company Name: \_\_\_\_\_

Company Signature: \_\_\_\_\_

Date: \_\_\_\_\_